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*** Notices to Subscribers and Contributors will be found on page vi.

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## Current Topics.

### Judicial Pensions.

ON PAGE 717 of our issue of 27th October last we drew attention in general terms to the question of judicial pensions, and explained the conditions on which pensions were awarded to ex-Lord Chancellors. Our conclusion was that "strictly speaking the pension cannot be 'claimed,' the Act [of 1832] merely saying that it may be lawful for His Majesty to grant it on resignation of the office of Lord High Chancellor." We pointed out also that "while there is no statutory obligation on an ex-Lord Chancellor to make any return in the shape of services for the pension paid to him, there has grown up an understanding that he shall do so as long as he is able." That, we think, fairly represents the law and practice relating to the matter.

The question of an ex-Lord Chancellor's pension has now flared into prominence. In the House of Commons' debate on the motion to authorise the appointment of two additional members of the Judicial Committee and of one additional Lord of Appeal, Sir HENRY SLESSER is reported in "Hansard" to have made the following observation: "There is one ex-Lord Chancellor, Lord BIRKENHEAD, who is not, I understand, serving in a judicial capacity He, therefore, does not give that consideration which we all think fit and proper in an ex-Lord Chancellor who takes advantage of the Statute and draws £5,000 a year. If, as I hope to hear from the Attorney-General, Lord BIRKENHEAD holds the view, which all other ex-Lord Chancellors have held, that he is not really morally entitled to draw this £5,000 a year, as we hope he will not in the circumstances . . ." Lord BIRKENHEAD, in a letter to the *Times* of the 22nd inst., replies to Sir HENRY SLESSER's observations, and asserts that he is morally and legally entitled to claim his pension, and supports his contention by reference to Lords BROUGHAM, HALSBURY and LOREBURN. The controversy seems now to turn around the "morality" of receiving a pension in return for no present judicial service, a point on which opinions are, and may well be, divided. One thing is clear, however: It does not conduce to the dignity of the law and the legal profession that personalities should be introduced in a controversy where the principles involved could reasonably have been discussed on their merits.

### Judicial Disagreement.

TO THE layman nothing appears to be so extraordinary as the fact that eminent judges who are set up by the State as the authorised exponents of the law should so frequently fail to agree in arriving at their conclusions. Knowing the law as they are assumed to do, why, he asks, do they not speak with one voice so that all His Majesty's lieges should be apprised of their duties and obligations beyond the possibility of doubt? What is the correct answer to this question, which it is not unnatural for a layman to put? It is, first of all, that judges, however eminent, are but human after all, and that what strikes one mind in one way may strike another mind in quite a different way. For this very reason the State maintains Appellate Courts so that the decision of an inferior tribunal may be subjected to a fresh examination by those coming to it with a detached mind. Secondly, it has to be borne in mind that differences of judicial opinion arise not so often regarding the principles of law as from the difficulty in applying them to the particular facts or the particular documents. A striking instance of divergent views is revealed by the fact that last week the House of Lords reversed the majority findings of the Court of Appeal in no less than three very important cases, and in each restored the decision of the judge of first instance. In each of these cases—*Reckitt* v. *Pembroke, Barnett & Slater; Nash* v. *Lynde;* and *Gosse Millard* v. *Canadian Government Merchant Marine*—the question which caused this great diversity of view arose on the construction of documents and the proper inferences to be drawn from them. It is, of course, regrettable, but we fear inevitable, that such differences of opinion should at times arise, and that so great an expenditure of energy and money should be necessary to have the construction of certain language authoritatively determined. It is not as a rule the law that is uncertain; it is the facts that are in doubt; and these are often so complex that it is little wonder that different minds should arrive at different results in dealing with them.

### Circumstantial Evidence.

THERE ARE curious misapprehensions, both in the lay and legal minds, as to the value of circumstantial evidence. The layman is hopelessly at sea. In a recent article in an evening paper the following paragraph occurred: "'In this country,' said a distinguished Egyptian official to the present writer, 'the only evidence worth anything is circumstantial evidence'—an exact reversal of the position in his country." The implication is that circumstantial evidence is given little or no weight in England. That it should be given little or no weight is the stock contention of counsel for the defence confronted by some damning piece of circumstantial evidence which he cannot get over. "The evidence," he will tell the jury, "is entirely circumstantial, and you will hesitate to convict without some direct testimony that my client

committed the offence alleged against him." The judge nearly always puts the matter in the right perspective. People do not arrange to commit serious crimes in the full view of their fellows. Usually all that can be proved are facts from which guilt can be reasonably inferred. Very few murders can be spoken of by eyewitnesses. Adultery can practically never be conclusively proved. All that can be attained is such reasonable certainty as men will act upon in the ordinary affairs of life. As to the relative value of "circumstantial" and "direct" evidence, a fact of some permanence such as bloodstains on a knife or garment can be more definitely proved by leisurely examination in a laboratory, than the identity of a man by the observations of a witness who has seen him on one occasion, perhaps for a short time, and can have no further opportunity of checking his impressions. The human senses are highly unreliable. Circumstances cannot lie, though, of course another human failing, the tendency to draw unsound inferences, may pervert them to untruthfulness. The inference, however, can be examined and checked, the observation cannot. In fact, almost every case depends in part on circumstantial evidence and in part on direct, and where men are wilful perjurers, either is capable of manufacture. It has not been unknown for that very definite circumstance, the body of a slain man, to be provided *ad hoc* for a false charge of murder against an innocent person. We do not reduce the difficulties of getting at the truth by unsound notions of the nature and effect of evidence.

## "Punch" and the Grand Jury.

Some of our favourite reading is in old volumes of "Punch." The wise old fellow used to concern himself quite a lot with the administration of justice, and many a castigation is to be found of justices for sentencing small children to imprisonment followed by lengthy detention in penal schools for small offences of dishonesty. On 27th December, 1873, he made merry over the grand jury, printing a memorial from a Birmingham grand jury, in which, though grammar was at fault, the arguments against preserving the grand jury were forcibly and concisely put. "The unaided, haphazard, and entirely one-sided investigation in the grand jury room must appear to every thoughtful mind as superfluous and unsatisfactory, relating as it does to a state of society long since vanished and gone." "Punch" concludes that "the calling of grand juries is a grand mistake." Yet in 1925, the House of Commons on a free vote decided, by 184 to 149, to perpetuate this grand mistake. More often than not the grand jury merely registers the decision of someone else; sometimes they even seek the advice of the usher deputed to take care of them. Rarely do they save from trial a person against whom there is no sufficient case. When they throw out a bill it is usually through some prejudice or misapprehension which no one has an opportunity of correcting or explaining. Now that the king of marionettes and master of wit has added more than another half-century to his already great ancientry we should be interested to learn whether he finds the grand jury still affects his hump as acutely as in 1873.

## Limitations to avoid a Perpetuity.

The Court of Appeal has not reversed the decision of Mr. Justice Astbury in *Re Villar*, 72 Sol. J. 367 (discussed *ante*, p. 345), as that judge expressed the hope that it would. The question at issue was the validity of the trusts of the income of property during, and the trusts of the corpus at the expiration of, a period of restriction defined as "the period ending at the expiration of 20 years from the day of the death of the last survivor of Her late Majesty Queen Victoria," who should be living at the time of the death of a testator who died on 6th September, 1926. This period is taken from a well-known common form in the precedent books, though the most recent editions substitute "King Edward VII" for "Queen Victoria," a substitution which appears highly desirable in view of the present difficulties of tracing all the descendants of the late Queen. In *Re Villar* it was pointed out that there was great difficulty in ascertaining these descendants living on 6th September, 1926. An affidavit of Portcullis Pursuivant of Arms, declared that in 1922 there were about 120 descendants who had then to be sought in England, Germany, Russia, Sweden, Denmark, Norway, Spain, Greece, Yugo-Slavia and Rumania, and many of whom had probably become scattered over the entire continent of Europe, and might even have gone much further afield. The fate of the late Tsaritsa's children is, for instance, uncertain, while the redrawing of the map of Europe, consequent upon the war, has dislodged many of the continental descendants from prominence into obscurity. On this account, it was alleged by those who sought to have the trust declared invalid, future tracing of the existences of Queen Victoria's descendants was bound to become increasingly difficult, if not impossible. Difficulty, however, is one thing, and impossibility is another, in the eyes of the law. Mr. Justice Astbury, though most sympathetic as to the difficulties (and the expense) involved in this case, and declaring that if he could have seen his way to hold this tying up invalid he would gladly have done so, held that he was not at liberty to do so, because the difficulties did not amount to impracticability within the meaning of the test laid down in *Thellusson* v. *Woodford*, 11 Ves. 112. The determination of the date of the surviving descendants' death was not, he held, beyond the scope of legal testimony. The Court of Appeal has now (1928, 72 Sol. J. 761) endorsed this decision, and an enquiry to ascertain the existing descendants will, presumably, be made at heavy expense. It is, however, to be hoped that the legal advisers of future testators (who, one may suppose, are more interested in their own descendants than in Queen Victoria) will not encourage them to adopt the form in question in *Re Villar*. The result of tying up property for such a period may well result in cases of small estates, in there being very little left to untie, after trustees have expended a small fortune in ascertaining, first, the list of Queen Victoria's descendants in existence at the date of the testator's death and, secondly, in keeping track of these now elusive persons until the last survivor of them becomes extinct.

## Matrimonial Orders: Effect of Resumed Cohabitation.

It has generally been considered that the effect of s. 2 (2) of the Summary Jurisdiction (Separation and Maintenance) Act, 1925, was to make voluntary resumption of cohabitation sufficient of itself, without any order from the court, to discharge a separation or maintenance order made by a court of summary jurisdiction, with the exception of the few cases in which a wife, having obtained an order, resumed cohabitation and again left her husband before 1st October, 1925, in which case the ruling in *Matthews* v. *Matthews*, 1912, 3 K.B. 91; 81 L.J., K.B. 970; 76 J.P. 315; 28 T.L.R. 421, would still apply. However, we recently heard it ably argued that it is still necessary to apply to a court of summary jurisdiction to discharge the order, on the ground that when the section says "the order shall cease to have effect on the resumption of such cohabitation," it means no more than that the order shall be unenforceable from that time so long as the cohabitation continues, but no longer. We do not share that view. It would have been easy to say, if it were meant, "the order shall, so long as such cohabitation continues, be of no effect." There is a somewhat similar phrasing in s. 1 (4) of the same statute, though there, curiously enough, the reference is to an order which has not yet become effective. We think in both cases the order ceases to have effect entirely, and is not merely suspended. Where mere suspension is involved, as in the Motor Car Act, 1903, s. 4, the words employed are "shall during the term of suspension be of no effect." But, since it may be held by some courts of summary jurisdiction that it is still necessary to obtain formal discharge of an order, it would be prudent on the part of a husband to take the safer course, even though it may be considered hardly necessary, and resort

to the court. Otherwise he might find himself faced with the awkward position of having the order enforced against him once more if his wife, having returned to him, should choose to leave him again. Even when an order has ceased to have effect, or has been discharged, it may possibly be revived, so far as the monetary allowance is concerned, upon fresh evidence, under s. 30 (3) of the Criminal Justice Administration Act, 1914; but the question of such revival would generally produce some knotty problems.

### A Trade Dispute in the Hopfields.

IT IS an ironical circumstance that a dispute between "capitalists" should be the subject of proceedings under the Trade Disputes and Trade Unions Act, 1927, as in a recent case at Hereford. A well-known hop-grower was the complainant upon four summonses against each of seven other hop-growers, who were charged under the Conspiracy and Protection of Property Act, 1875, as amended by the above Act, with (1) intimidation, (2) watching and besetting the complainant's farm, and (3) following the complainant in the road in a disorderly manner. The prosecution referred to correspondence between the complainant and the County Hop Area Committee, in which the complainant refused to restrict production of the better class of hops grown by him, on the ground that there was a shortage of that kind. Shortly after the last letter the complainant's farm was visited by a number of men, including some of the defendants, twice in one day while the complainant was out. Four days later the complainant was entering his car at 8 a.m. when he was surrounded by a number of men who must have been hidden in the hedge. After asking them to leave, as they were trespassers, the complainant drove on to the road, where he found over a dozen cars and a number of people. Having got clear he found his way was blocked by another car, which he managed to avoid by almost driving into the ditch. The defence was that all those who took part were well-known men in the county, not likely to forget themselves or lose their self-control, and that their object was to persuade and not compel the complainant to restrict his production. The driver of the car and his son stated that it was pulled across the road to avoid a woman, and not deliberately to obstruct the complainant. The chairman, Colonel H. E. P. PATESHALL, stated, after a retirement, that the summonses would be dismissed by a majority, but that such cases were dangerous, undesirable, and should not occur. It transpired during the case that all the parties were shareholders of English Hop-growers, Limited, a company formed to stabilise the price of hops by control of the output, and that the Ministry of Agriculture was cognisant of its operations.

### The "Berengaria" Pictures.

THE ACTION of the United States Customs in forbidding the exhibition of a collection of pictures on the "Berengaria" appears to violate the rule, if it be so, that the flag governs the internal affairs of a vessel, even in a foreign harbour. This rule, however, as appears from the discussion of it in Hall's "International Law," 8th ed., pp. 252-5, is by no means a hard and fast one, and, of course, is subject to the paramount condition that neither the peace nor the public order of the port or its neighbourhood must be disturbed. Plainly, for example, no country could expect its vessels to lie in an American harbour and serve alcoholic liquor to all comers, although the law of the vessel freely permitted it. The objection to the pictures is, to say the least, a considerable extension of the interference permissible if a ship became a local tavern. The enjoyment of pictures is not forbidden to Americans like the enjoyment of alcohol, but possibly the notion is that the native eye must not feast on an uncustomed picture, unless apparently each exhibit is guaranteed to be British. Whilst it is satisfactory to note that the matter has since been settled, it would, however, seem convenient if the League of Nations were to formulate some more exact rules for vessels in foreign ports *vis-à-vis* the local police and custom-house officers.

### Bringing a Reversion into Hotchpot.

THE INTENTION and operation of a hotchpot clause in wills and settlements is usually directed to bring into account advances made to children before the period of distribution, and is sometimes expressly confined to advances, gifts or payments made by a testator in his lifetime, the object in all cases being to secure equality of distribution in the long run. But another type of case of not uncommon occurrence arises where property, such as a residence, is given specifically to one of a class of children subject to a life interest therein, and the residue bequeathed to all the children in equal shares, with a direction that the child entitled to the reversionary interest in the specific property is to bring it into hotchpot in the ultimate distribution. A somewhat difficult question then arises—how is the interest to be valued, on actuarial principles, having regard to the life tenant's expectation of life, or upon the actual facts. In *Eales* v. *Drake*, 1 Ch. D. 217, JESSEL, M.R., left the point open, holding that a reversionary interest must be brought into hotchpot, but that its value must be ascertained "in the best way you can," with an inquiry in chambers if the parties could not agree. In *Re Heathcote*, 1891, W.N. 10, KEKEWICH, J., held that the value of a life interest directed to be brought into hotchpot must be ascertained by an actuarial valuation, and on the facts of that case the decision was probably right. The learned judge said it was fair to the other children that they should have their interests in the trust funds immediately ascertained. But "Jarman on Wills," vol. II, at p. 1180, submits a clear and definite rule, namely that the state of facts at the time when the life interest or reversion is to be brought into hotchpot must be considered. If the final distribution to the beneficiaries is postponed, as it often is, until the death of the tenant for life, then the actual facts must be the basis of the valuation. "If you know the actual value, because the life interest has ceased, you take that; if you do not, you take the actuarial value. This method seems fair and does not involve the difficulty that the rights of parties may be seriously altered owing to the chance that there has been a delay in bringing the amounts into hotchpot." The learned editors, however, could not feel confident that that view was correct, having regard to *Wheeler* v. *Humphreys*, 1898, A.C. 506, where the House of Lords might have decided the point, but did not do so. The exact point, however, came before and was decided by ASTBURY, J., in *Re West*, 1921, 1 Ch. 533; 65 Sol. J. 379. There the donee of a power of appointment settled a fund upon T for life and in default of children of T in trust as to one moiety for G for life, and under the settlement T and G each took a sum in default of appointment, subject to the usual hotchpot clause. G died before T, and ASTBURY, J., held, approving the statement of the law in "Jarman," that G never "took" any share or interest within the meaning of the hotchpot clause, but that even if she theoretically had done so at the appointor's death, it would be unfair and inequitable to bring the actuarial value of a reversionary life interest into hotchpot, when in fact it turned out to be worth nothing at all. "Where the parties have neither taken nor been able to take steps to ascertain the actuarial value until the real value has been ascertained to be nil, it does not seem fair to substitute hypothesis for fact." Since *Re West* there appears to have been no judicial utterance upon the point, but if it is ever challenged it is to be hoped that so fair and reasonable a rule will be affirmed by a higher court.

### ACCIDENT TO A SOLICITOR.

**After attending a meeting of Almshouses Trustees at Codford (Wilts) during the recent storm, Mr. George White, solicitor, and three of his co-trustees were knocked down by a falling tree.**

# Landlord and Tenant Act, 1927

By S. P. J. MERLIN, Barrister-at-Law.

VI.

## Position of Mortgagees and Tenants for Life: How Affected by the Act.

When the new and untried principles of this Act were first proposed, and it was appreciated that they would be introduced and read into nearly all the leases existing on the 25th March, 1928, relating to business premises, much anxiety was aroused and expressed by mortgagees and their advisers as to whether their securities were postponed and endangered by the provisions of the Act. Generally speaking, the Act has throughout paid close regard, impliedly if not expressly, to the rights of mortgagees and has not materially jeopardised the prior rights of those charges on property which were current on Lady Day, 1928, when the Act came into operation.

However, in dealing with the question as to how and where the Act does now, or may in future, affect mortgagees and their securities, it is necessary, first, to ascertain whether the mortgagor—that is the "landlord" within the Act—is an absolute owner of the holding for his own benefit, or whether he is a "tenant for life," or such like limited owner.

### Where the Landlord is an Absolute Owner.

With regard to landlords who (apart from their mortgages) are absolute owners of the demised business in question, it is submitted that the priorities of their mortgagees are not in any way jeopardised, either in regard to existing or future charges, except in certain minor instances mentioned below. It seems clear that the liability of a landlord of this class under an award made against him to pay compensation to a tenant under this Act, for the loss of his goodwill under s. 4, is *a personal liability of the landlord*, and is not constituted by the Act a charge on the holding, and it therefore cannot affect a mortgage, unless the mortgagee becomes a "landlord" by way of becoming a mortgagee in possession or by reason of foreclosure. The only avenue by which a tenant could obtain a charge on the property would be by first getting judgment for the sum awarded him as compensation against the landlord, and then enforcing that judgment by means of a writ of elegit, or by equitable execution against the holding in question, but in either of those events the tenant's rights under the said executions would only take effect subject to any mortgages existing when the writ or order affecting the holding was registered under the Land Charges Act, 1925.

Looking at the Act from the standpoint of its consequential or indirect effect on existing mortgages, there are, of course, those cases where an award of a "new lease" under s. 5 may perchance affect somewhat the security of the mortgagee by reducing its marketability, and the possibility of this event may lead to lower rentals (or at any rate abate their increase) among business premises wherein this sort of award may become prevalent, and in this indirect way it may affect the value of the security of the mortgagee. And, of course, a mortgagee who forecloses will in future take the property subject to the general restrictive provisions of this Act against the old unfettered rights of an absolute owner.

### Where the Landlord is a Tenant for Life.

Under s. 13 of the Act it is provided that where the landlord liable to pay compensation for an improvement or for loss of goodwill is a *tenant for life*, or in a fiduciary position, he may require the sum payable as compensation and any costs, charges, and expenses incidental thereto, to be paid out of any capital money held on the same trusts as the settled land, or he can obtain such capital sum under s. 12 of this Act and constitute the same a charge on the holding.

The procedure as to charges provided for a tenant for life is contained in the first schedule to the Act, which, cut down, says that a landlord, on paying to the tenant the amount due to him in respect of compensation for loss of goodwill, or for an improvement, shall be entitled to obtain from the Minister of Agriculture an order in favour of himself *and the persons deriving title under him* charging the holding, or any part thereof, with repayment of the amount paid or expended, including any proper costs, charges, or expenses incurred by a landlord in opposing any proposal by a tenant to execute an improvement or in contesting a claim for compensation, and of all costs properly incurred by him in obtaining the charge, with such interest, and by such instalments, and with such directions for giving effect to the charge as the Minister thinks fit.

But the above-mentioned charge, it is submitted, does not attach in priority to any mortgage existing at the time. Where it is proposed that a new statutory charge shall take priority over existing incumbrances, a special provision to that effect is invariably inserted in the statute itself, and it does not appear in this Act. This first schedule is mainly an adaptation of s. 20 of the Agricultural Holdings Act, 1925, and it has never been held, or even suggested, that the charges under that Act take priority over existing mortgages. In other words the rights given by the Act to tenants for life and such like owners, are rights against the property and mainly against the interests of their successors in title, and are not rights affecting the interests of existing mortgagees.

In the above notes it is solely the position of the mortgagee of the "landlord" which has been considered. In the near future, questions will also most certainly arise—involving nice legal conundrums—between tenants and the mortgagees of their leasehold interests, as to which of them shall be entitled to receive the sum awarded for compensation for the goodwill which the tenant has left "attached to the premises" (see s. 4). The tenant who has mortgaged his leasehold interest and has succeeded in obtaining, say, an award of £1,000 for such goodwill, may argue that the goodwill is the creature of his personal skill and business ability, and as such is his within the principle laid down in a leading case "that goodwill which attaches to a house from its being well known or situated in a good thoroughfare, adds to the value of the house and would pass to the mortgagee under a mortgage of the house, but the goodwill which attaches to the *personal reputation* of the owner of the house would not pass to the mortgagee" (*Cooper* v. *M.B.W.*, 25 Ch. Div. 472). The landlord, on the other hand, may say: "Yes, that may be the general rule, but here the only goodwill for which a leaseholder is entitled to compensation under this Act is that part of his goodwill which he has attached to the leasehold premises, and that is exactly the property you have mortgaged to me."

# Why not a Court of Domestic Relations?

(*Continued from* p. 671.)

In the previous article (pp. 670-671, *ante*) the constitution and jurisdiction of domestic or family courts in the State of Colorado, U.S.A., and elsewhere, were considered, and, very briefly, our own law and practice in dealing with the matters assigned to such courts. The practical question remains to be considered whether we may wisely modify our system and establish such a court or courts.

It appeared that by far the largest part of the jurisdiction of the family court, except so far as it may be punitive, is now vested in the Chancery and Probate Division of our High Court, and it would certainly be difficult to transfer the business and functions of either Division to the other.

In respect of their jurisdiction generally, perhaps the clearest exposition is the judgment of Lord Lindley in *Thomasset* v. *Thomasset*, 1894, P. 295. As he points out, the jurisdiction of the Divorce Court arises only after the decree for divorce or judicial separation, but after such a decree it is

wider than that of the Chancery Division. In practice this means that the jurisdiction of the two courts is almost, if not quite, exclusive. It is conceivable that they might impinge (1) if, on making its decree, the Divorce Court found that the children of a particular marriage were already wards in Chancery, and (2) if a Chancery judge found that the custody and fortunes of children whose affairs were before it were already subject to an order of the Divorce Court.

Some light is thrown on concurrent jurisdiction by the Chancery cases: *Pratt* v. *Jenner*, 1866, 1 Ch. 493, in which an order was made as to a fund in court to carry out one made by the Divorce Court; *Allcard* v. *Walker*, 1896, 2 Ch. 369, where the Chancery judge granted relief in respect of a mutual mistake made by the parties on a Divorce Court application, but with a special condition as to possible reference back to that court; and *Blackett* v. *Blackett*, 1884, 51 L.T. 427, where NORTH, J., granted an application in respect of a matter before the Divorce Court, but, deeming that it could best have been dealt with by that Division, did so without costs. These cases, it is true, did not relate to the care or custody of the children, but establish the proposition that the Chancery Division is very careful to respect the orders and decrees of the other court.

There is less authority on the converse proposition, but in *Cooke* v. *Cooke*, 1863, 3 Sw. & Tr. 248, very shortly reported, it was held that, even after a decree for judicial separation, the care and custody of an idiot boy should more properly have been referred to Chancery than to the Divorce jurisdiction, and in *Davis* v. *Davis*, 1889, 14 P.D. 162, the Divorce Court disclaimed jurisdiction in a case in which a Chancery judge could certainly have exercised it.

It may be added that, by s. 35 of the Matrimonial Causes Act, 1857, and s. 4 of the Act of 1859, the Divorce Court had power to order proper proceedings to be taken for placing children of divorced or judicially separated parents under the care of the Court of Chancery. Section 4 was probably passed in view of the decision in *Curtis* v. *Curtis*, 1858, 1 Sw. & Tr. 192; and see also *Re Curtis*, 28 L.J. Ch. 458. Both the above sections have been repealed and superseded by the Judicature Act, 1925, s. 193, though the reference to Chancery is no longer made.

It appears from the above cases that no difficulty arises in practice between Chancery and Divorce judges as to their respective functions and jurisdictions. It is also clear that, although there are plenty of people who wish to reform the divorce laws, there is no particular movement to establish a new division of the High Court, with exclusive jurisdiction as to family affairs. These facts seem to point to the conclusion that no change in the constitution of the High Court as to such matters would at present be worth the effort of overcoming the vested interests opposed to it. Possibly the whole subject would be worth reconsideration on any reform of the divorce law.

In respect of the working of the inferior courts, however, a set of different factors has to be considered. As appears in the previous article, the functions of a family court are divided between the County Courts and the Police Courts, including in the latter the Juvenile Courts established under the Children Act, 1908. So far as a family court can decree divorce, however, there is no counterpart in the jurisdiction of our inferior courts, which cannot pronounce such decrees—nor, it may be added, entertain actions for breach of promise of marriage, which are reserved for the High Court alone.

The question whether the functions of the Juvenile Court as now established in this country should be taken over by a court such as that of Judge LINDSEY in Colorado, was very recently considered by a Departmental Committee on the Treatment of Young Offenders, appointed by the Home Secretary in 1925, and which reported last year. On pp. 17-20 of the report (Cmd. 2831) the matter is discussed to the conclusion that there is no case at present for interference with the existing law and practice. The Committee points out the different aspect of a juvenile offence taken by the Criminal Court and the Court of Chancery in the exercise of punitive functions. It also refers to the civil jurisdiction of the Juvenile Courts, though it is to be observed that punishment such as whipping, etc., is only ordered by a Juvenile Court under its criminal jurisdiction, whereas a Chancery judge may certainly order a ward to be whipped for non-criminal delinquency.

Moreover, the Departmental Committee was only considering one aspect of the case. It was not within their reference, for example, to inquire into the granting of orders under the Summary Jurisdiction (Married Women) Act, 1895, as modified or extended by the Licensing Act, 1902, and the Summary Jurisdiction (Separation and Maintenance) Act, 1925. These orders, which result in the committal of thousands of men innocent of criminal offence to prison every year, can hardly be considered as satisfactory in practice, even by those who uphold our present law. Stipendiary magistrates, expecially in London, are notoriously overworked, and a packed Police Court is not an ideal forum for sifting the truth from accusation and counter-accusation relating to intimate domesticity. And it may be regarded as strange that breach of promise cases, which are virtually actions for money damages for tort, should be regarded as altogether too sacred for inferior tribunals, whereas separation orders, which may and often do result in the legal celibacy of the defendant for the rest of his life, are granted in a court which can only spare a few minutes for the decision of problems of life-long importance to the persons concerned. Magistrates no doubt do their best, but this procedure is suitable for interim orders only. In some States of America, there are not only ordinary Courts of Summary Jurisdiction, and Courts of Domestic Relations, but also "speeders" courts, i.e., those to deal with motoring offences exclusively. The obvious objection to this triple division is that it would cost money, and we cannot afford luxuries. Unfortunately the administration of justice, which involves the sifting of truth from falsehood, necessarily also requires care and skill, and the time of persons possessing trained minds, and must always therefore be expensive. It would be a step in the right direction if a preliminary hearing of an application for maintenance could be arranged in the kind of atmosphere of the Juvenile Court—informal, sympathetic, reasonably private—even if an appeal lay to open court, as in Chancery Chambers.

A large amount of Judge LINDSEY's work in Colorado appears to have lain in helping naughty boys and girls—especially the latter—out of their scrapes, and they have been encouraged to come to him and make full confession. The State has placed at his service special funds to this end. Some Colorado parents, and no doubt English ones also, have stricter standards for the morals of their children than for themselves, and the judge has acted as a sort of Court of Appeal from harsh paternal rule. This kind of interference is clearly very delicate work, and possibly would not bear transplantation. Curiously enough, however, we have very recently made an innovation which gives magistrates one of Judge LINDSEY's powers of the sort, namely to over-rule a refusal to consent to a child's marriage, as provided by s. 9 (1) (*b*) of the Guardianship Act, 1925.

Our law provides no machinery for dealing with a household calculated to turn out wastrels, derelicts and criminals, so long as no actual offence is committed. Perhaps that so vividly depicted in a popular book, namely the establishment of SANGER in "The Constant Nymph," may be cited. There both boys and girls, especially the latter, were heading for imminent disaster, and one girl had already taken the wrong turning when the death of the head of the household broke it up and a better policy saved her. Whether a Court of Domestic Relations could be established with power to deal with such a problem without intolerable interference in ordinary domesticity by fussy busybodies is a problem which is at least worth our careful study.

# A Conveyancer's Diary.

**Devolution of Land ceasing to be settled on Death of Tenant for Life.**

This week we propose to deal with some of the points raised by Mr. Arthur H. Barnes in the letter which appeared on pp. 773-4 of our last issue. The general question raised by Mr. Barnes is: who is entitled in various circumstances to representation on the death of a tenant for life in whom the legal estate in land which ceased by his death to be "settled land" was vested as trustee-estate owner? A second question is the treatment of such legal estate by the Inland Revenue Authorities.

The first question was discussed at some length and with reference to four types of cases in February of last year (see 71 Sol. J., pp. 152-3) That was before the decisions in *Re Bridgett and Hayes*, 1928, 1 Ch. 163, and *Re Gibbings*, 1927, 71 Sol. J. 911; 1928, P. 28. The latter case decided that, where a settlement has been created by will or a settlement has arisen by the effect of an intestacy the personal representatives of the deceased settlor, if there are no other S.L.A. trustees, being by virtue of S.L.A., 1925, s. 30 (3), S.L.A. trustees of the settlement "until the appointment of new trustees," are entitled to a grant of probate as respects settled land vested in a deceased tenant for life as special executors under Ad. of E.A., 1925, s. 22. As a fact the land had ceased to be "settled land" on the death of the tenant for life, for it became (s. 36) subject to a trust for sale by reason of an appointment among the testator's children in equal shares: *ib.*, s. 1 (7), added by the Act of 1927. Hence *Re Bridgett and Hayes*, 1928, 1 Ch. 163 (argued later) shows that Ad. of E.A., 1928, s. 22 (which was relied on) does not apply.

However, it is clear from Ad. of E.A., 1925, s. 3 (1) (ii), that "real estate" not only includes "settled land" but also real estate held on trust. Now the tenant for life certainly held the real estate on trust, though on her death it ceased to be settled land. Thus (as in the case of any other sole trustee not of settled land) the land on her death devolved under Ad. of E.A., 1925, ss. 1 and 3, on her general representatives, and the exclusion of "settled land," there being none, would be nugatory.

Her representatives would have to convey the land to the former S.L.A. trustees on trust for sale pursuant to S.L.A., 1925, s. 36, and in the meantime would hold it on trust for sale.

But assuming, for the moment, that the land had been appointed to a child for life, so that it remained settled land, then *Re Gibbings* would have been right.

It is conceived that the same principles would apply to a grant of letters of administration under Jud. A., 1925, s. 162 (1), as amended by the Ad. of Justice A., 1928, s. 9, and that accordingly persons who under S.L.A., 1925, s. 30 (3), are S.L.A. trustees until other trustees are appointed, are entitled to a grant of letters of administration as special representatives under Ad. of E.A., 1925, s. 22, where the land remains settled land after the death of the tenant for life.

In so far as the discussion in 71 Sol. J., pp. 152-3, turns upon the construction of S.L.A., 1925, s. 30 (3), the views there expressed rightly anticipated the decision in *Re Gibbings*.

Before the decision in *Re Bridgett and Hayes*, however, the view which we advocated was that special representation might be applied for in respect of any settled land the legal estate in which was vested in the deceased tenant for life, irrespective of whether the land ceased to be settled on the tenant for life's death. Our reason for taking this view was that the general scheme of the Ad. of E.A., 1925, ss. 22-24, was to keep all land which was vested in the tenant for life as trustee-estate owner separate from his general estate, and particularly to cause the settled land to devolve upon the former S.L.A. trustees who would usually be persons closely acquainted with it. Such a clean cut scheme would have been easy to understand and to operate in practice; though it is admitted that it might have increased expenses by causing double representation—thus giving rise to a possible hardship in the case of small estates. It seems clear, however, that *Re Bridgett and Hayes* has come to stay. It has been generally acted upon, hence its reversal cannot be entertained. The question is now how best to give effect to it.

Mr. Barnes points out that "the officials of the Principal Probate Registry . . . are declining to allow the land which was formerly settled (though it has ceased to be settled) being included as part of the [general] estate of the tenant for life in the Inland Revenue Affidavit or in the oath," and that "it does not go into the grant." Obviously the Inland Revenue Authorities are anxious for the purposes of duties to keep the trust estate and the general beneficial estate distinct. It is for their convenience, as it would be for the convenience of the personal representatives, that the two estates should be kept distinct. They are, in other words, acting on the reasoning which we formerly advanced against *Re Bridgett and Hayes*. The assertion that "it does not go into the grant" presumably means that no express reference is made to such land in the general grant. No such reference seems necessary. It is not the practice to make it in the case of the devolution of trust estates not being settled land.

It is, admittedly, difficult to keep trust estates (not being land remaining settled land) distinct from the general estate, for such trust estates vest in the general representatives; Ad. of E.A., 1925, ss. 1 and 3 (1) (ii).

We agree with Mr. Barnes that, in so far as the Probate Authorities refuse to include land ceasing to be settled on the death of a tenant for life as part of the general estate of the deceased, they are acting not only contrary to the principle underlying *Re Bridgett and Hayes*, but in contravention of the express provisions of ss. 1 and 3. But, as we have pointed out, it is not clear that they do so.

We also agree with him that the suggestion that the legal estate which was vested in the tenant for life automatically (by the cessation of the settlement) vests on the tenant for life's death in the remainderman cannot possibly be entertained, see *supra*, ss. 1 and 3.

In view of the decision in *Re Bridgett and Hayes* and the directions consequent thereon, the views expressed on the various cases in 71 Sol. J. 152-3, must be revised.

In Case I a grant will be made to the general representatives of the deceased tenant for life without clearing off the trustees of the settlement and on the principle in *Re Bridgett and Hayes* the land formerly settled should be included in the general grant automatically with any other trust estates. In this, again, we agree with Mr. Barnes.

In Case II, assuming that the principle in *Re Bridgett and Hayes* applies to letters of administration as well as to probate, the position is the same as in Case I. A general grant only need be applied for, for a separate grant is only required where land remains settled after the death of the tenant for life. We agree with Mr. Barnes that Case III causes no difficulty after *Re Bridgett and Hayes*, and that the discussion under Case IV needs revision in so far as the assumption there made as to meaning of "settled land" in ss. 22-24 of the Ad. of E.A., 1925, has been reversed by the decision in *Re Bridgett and Hayes*.

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### THE ADVISABILITY OF SECURING RETAINERS.

**In the Hull County Court last week Mr. Myer Wolff, solicitor, of that city, brought a claim against Mr. H. F. Kemp for professional charges amounting to £5 2s. 8d. Mr. Wolff said that he carried out certain instructions to secure witnesses' names and take down their statements as the result of a motor car accident which the defendant denied. In giving judgment for the amount claimed, His Honour added: "I would advise solicitors in these cases always to secure a retainer."**

# Landlord and Tenant Notebook.

**Transfer of matters under the Landlord and Tenant Act, 1927, from County Court to High Court.**

It would appear from a consideration of s. 21, that the intention of the Legislature was that the County Court should be the tribunal in which all actions and matters under the Landlord and Tenant Act, 1927, should originate.

The person commencing proceedings, therefore, has no alternative but to commence proceedings in the County Court, irrespective of the amount involved, or of the importance of the case, and proceedings can only be brought in the High Court in the first instance, where *before any proceedings whatsoever have been commenced* both parties as well as all other persons affected by the contemplated proceedings have agreed to the adoption of such a course.

The section referred to provides as follows:—

"The Tribunal for the purposes of Part I of this Act shall be the County Court within the district of which the premises or any part thereof are situated acting under and in accordance with this section:

"Provided that—

"(*a*) if before commencing proceedings in the County Court the claimant or applicant and all persons affected agree that the claim or application should be heard by the High Court; or

"(*b*) if on an application being made to the High Court within the prescribed time the matter is transferred to the High Court in accordance with and subject to the provisions of s. 126 of the County Courts Act, 1888, the High Court shall, in respect of the matter, be the tribunal for the purposes of Part I of this Act."

The proceedings, however, may subsequently be removed into the High Court on an application for a transfer being made and granted under s. 126 of the County Courts Act, 1888, which section is as follows:—

"It shall be lawful for the High Court or a judge thereof to order the removal into the High Court, by writ of *certiorari* or otherwise, of any action or matter commenced in the court under the provisions of this Act, if the High Court or a judge thereof shall deem it desirable that the action or matter shall be tried in the High Court, and upon such terms as to payment of costs, giving security or otherwise as the High Court or a judge thereof shall think fit to impose."

The time within which the application for transfer must be made is regulated by r. 3 of Ord. 53D of the R.S.C., which rule provides that the application must be made within ten days from the date of the service of the County Court summons, or at any later date, or at any later time, if the master to whom it is made thinks it ought to be entertained at such date or time.

These latter words are of some importance, since they tend to show that the rule contemplates that the application for transfer should be made in the first instance to the master and not to the judge.

It is not clear whether the plaintiff or the applicant in the County Court is entitled to make the application (cf. *Giusti Patent and Engineering Works Ltd.* v. *Maggs*, 1923, 1 Ch. 515, and contrast therewith *Edwards* v. *Bowen*, 2 S. and S. 514, 515). It is submitted, however, that the plaintiff or the applicant may make the application, on the ground that he is not responsible for the selection of the County Court for the institution of proceedings, having regard to the express language of s. 21.

It will be observed that under s. 126 the application for removal may be by writ of *certiorari* or otherwise, but it is considered that the simpler procedure would be by summons before the master in chambers, and this was the procedure adopted in a recent application of the kind.

The application could, however, be made to a judge in the first instance instead of to the master, though it is conceived that the procedure of applying to the master will ordinarily be followed.

The summons must be supported by an affidavit which must clearly disclose all the facts on which the applicant intends to rely in support of his application.

In order to succeed he must, however, show that it is desirable that the action or matter should be tried by the High Court, but this question we propose to discuss in our next issue.

# Our County Court Letter.

## DISTURBANCE OF EASEMENTS.

A QUESTION as to the party entitled to maintain an action for the above was considered in the recent case of *Taylor* v. *Frank and Sons* at Thirsk County Court. The defendants were timber merchants and had bought trees on the farm of a third party, which trees were felled and removed along a private road leading from the two farms owned by the third party and the plaintiff respectively. By reason of the extraordinary traffic the private road suffered damage, in respect of which the plaintiff sought to recover £20 from the defendants, but it was pointed out on their behalf that the actual owner of the soil of the private road was the third party, the plaintiff being merely entitled to a right of way. It was therefore contended that (1) the only person entitled to sue was the third party, his cause of action (if any) being against the defendants for breach of contract to remove the trees with as little damage as possible to the road; (2) the road was originally in a poor condition, and the damage was not attributable to the removal of the timber; (3) the plaintiff's repairs to the road had been carried out voluntarily and not in pursuance of any legal liability, and the possession of an easement did not entitle him to sue. His Honour Judge McCarthy viewed the private road and observed that it was only common sense that the heavy wagons had done material harm to the surface in removing the timber. The disturbance of the plaintiff's right of way was an invasion of his legal rights for which he was entitled to sue, and judgment was therefore given for £18 4s. and costs, but a stay of execution for twenty-eight days was granted.

There are numerous authorities on the question of the persons liable to be sued in circumstances such as the above, and ancient cases show that the party creating the disturbance is liable, whether he be the owner of the servient tenement or not. It will be observed that in the above case the defendants were not contractors employed by the owner of the servient tenement to remove the timber, in which event difficult questions of fact would have arisen. It was laid down in *Pickard* v. *Smith*, 10 C.B. (N.S.) 470, that if an independent contractor is employed to do a lawful act, and during the work he or his servants commit some casual act of negligence, the employer is not liable, but the rule does not apply (*a*) to cases in which the act causing the injury is one which the contractor was employed to do, nor (*b*) to cases in which the contractor is entrusted with the performance of a duty incumbent upon his employer, and an injury is occasioned by neglect in performance of the duty. The question of the person entitled to sue has been considered chiefly in reference to the rights of reversioners, who can recover damages or obtain an injunction if the disturbance is calculated to last beyond the interest of the life tenant or lessee. In the ordinary course the plaintiff will therefore be the present occupier, even if only a yearly tenant, though in the latter event the freeholder or leasehold reversioner will usually be joined as co-plaintiff.

The actual question of interference by carts and wagons was considered in *Thorpe* v. *Brumfitt*, L.R. 8 Ch. 650. Lord Justice James there pointed out that the plaintiff only claimed a right of way, and did not claim to be entitled to the soil

nor to prevent the owner of the soil from exercising any rights not derogating from his grant. The plaintiff therefore had to prove an obstruction which injured him, as the case differed from one of trespass, in which a right of action exists even in the absence of damage. On the facts an injunction was granted to restrain a nuisance arising from the acts of several persons in leaving stationary vehicles in the roadway. A similar decision was given in *Wimbledon and Putney Common Conservators* v. *Dixon*, 1 Ch.D. 362. A road to a farm had there been used from time immemorial, not only for the usual agricultural purposes, but occasionally for carting building materials to enlarge the farmhouse and re-build the cottages, and also for carting away sand and gravel dug from the farm lands. It was held that a right of way was not thereby established for carting the materials required for developing a building estate on the land.

The county court has jurisdiction in an action involving the title to an easement or licence only in cases where neither the value nor the rent of the lands in respect of which the easement is claimed exceeds £100 a year, but in cases like the first named, *supra*, the actual title to the easement is not in dispute. If the damages claimed do not exceed £100, it is therefore immaterial that the annual value of the lands may exceed that amount, but it was held in *Stolworthy* v. *Powell*, 55 L.J., Q.B. 228, that if the title of only part of the premises is in dispute, *e.g.*, a party wall, jurisdiction exists even if the rent of the rest of the premises exceeds the statutory limit.

## The Law Society Rugby Football Club.

### A VISIT TO SHORTLANDS.

THE SOLICITORS' JOURNAL, in its last week's issue, mentioned that it proposed to refer to some of the departments of The Law Society's activities, and made some kind comments on the work of the Record department which were greatly appreciated by its staff.

If it were possible this week to find space for the following notes regarding the Rugby Football Club, its members would be equally grateful.

When, last year, I was asked to be President of the Club I felt as pleased as the proverbial "Punch," and grateful indeed for this kind token of approval from some of the younger members of my profession and for the diversion it would provide. They (the younger members) count quite as much as their elders, because upon them depends the future of the Society. They have more years in which to make use of it, and anything which engages their interest in it and renders them appreciative of what it stands for in their future and makes them believe it tries sincerely to help them, is to their good and to that of the Society.

My only reason for hesitation was the fear that it would not be possible to find time for the job. But somehow or other things fit in. Committee meetings have been held and I have managed to attend them and enjoy the discussions. It became evident there existed an extraordinarily good spirit in the Club and a real enthusiasm, and I caught the infection The result was a visit to Shortlands. It was the first, and had been delayed too long, and certainly it will not be the last.

We (my wife and I) left home about 15 miles away, allowing three-quarters of an hour for the journey. It took a little longer, as friendly policemen had to be consulted regarding direction, but we had reckoned on 2.45, whereas the match began at 3, and we arrived with five minutes to spare.

Impressions crowd in and one must note them quickly and briefly.

The first, of course, is of simplicity. The pavilion is not a palace. Two Army huts. One for changing—no furniture, mirrors or such like, but an ample supply of baths (the water was being heated in Army boilers outside). Rough it may be, but weather-tight and clean—spotlessly clean. The other for tea, most comfortable and snug, and again with an air of spotless cleanliness and kettles boiling merrily. After all, what more is wanted and, as someone said, people who play Rugby want nothing more. This and a welcome and a good game are all they ask, even though they are able to offer something more luxurious in return.

There are two pitches, with the "pavilion" dividing them. The grass looks roughish at first sight, but isn't really, and the pitches appear to be bone dry. It had been pouring with rain all night and my garden at home—600 feet up—was more or less under water, but here there might have been only a shower.

Then the men and the play. As to the former, it need only be said one felt a pride in being associated with them. As to the latter, I am an enthusiast but no expert—did not know even that after an unconverted try the ball is kicked off from the centre line, and not as in my day from the 25 line, or that the linesman puts up his flag for a goal and doesn't put it up for the contrary. But anyway they had a strong side against them and yet won just anyhow. Four goals and two tries against a goal, I think the score was, and there were some bouts of passing by the three-quarter line at top speed which would have done credit to any fifteen. And the fly-half was a delight to watch. I did not catch his name or would mention it. Altogether we spent a most enjoyable afternoon.

The object of these notes is to interest the profession in the Club, which indeed is worthy of every possible encouragement. Any young solicitor Rugby players will be welcome as playing members and all articled clerks in London should consider joining if they possibly can. A card to the Honorary Secretary at The Law Society's Hall asking for particulars will receive prompt attention.

As to finances. The Law Society makes a generous grant, with the aid of which ends are met but without very much over. There are three teams and quite good fixture lists. Members of The Law Society can help, not merely by joining the Club, but also by using their influence, which must be great, to induce good clubs round the Metropolis to offer matches.

There is to be a dance at the Society's Hall on Wednesday, the 5th December. A similar event last year was most successful. It is hoped that members and their friends will encourage the Club by applying for tickets. Notices are screened in the corridors.

It remains only to offer a reminder that a club of this sort did not make itself, and that it requires constant hard work and plenty of Rugby enthusiasm to keep it going. These are supplied by a most excellent captain, Mr. D. J. MacArthur, an efficient Honorary Team-secretary, Mr. A. Ball, and one of the most energetic, painstaking and reasonable committees it would be possible to meet. E. R. C.

## Practice Notes.

### "CONTEMPT OF COURT."

THE Mayor of Merthyr recently presided over a meeting, said to consist of 3,000 townspeople, at which a resolution was passed protesting against the action of Courts of Referees in suspending large numbers of men from unemployment benefit, thus throwing the responsibility of the maintenance of their families upon the Poor Law. The above course may safely be adopted so long as the criticism is confined to Courts of Referees, which are in the nature of departmental committees subject to the Ministry of Labour. In spite of their name, their position is analogous to that of boards of guardians or assessment committees, and no power, therefore, exists to punish for contempt. The latter right is inherent in courts of record, but only superior courts of record have power to punish for contempt committed outside, and county court judges and

coroners may only punish for contempt committed in face of the court. Courts of summary jurisdiction have no such power in themselves, but they are subject to the King's Bench Division, and the latter has power to punish for contempt of petty sessions expressed in a newspaper article, as in *Rex* v. *Davies*, 1906, 1 K.B. 32. The distinction between legitimate criticism of a judge, and such an imputation of unfairness and lack of impartiality as constitutes contempt of court, has recently been discussed in *Rex* v. *Sharp*, 44 T.L.R. 300. In that case a newspaper article was adjudged to constitute contempt of court, but a speech at a meeting would be governed by the same principles, on sufficient proof of the actual words used.

### POLICE OFFICER'S RIGHT OF SEARCH.

A RECENT case at Walsall serves as a reminder that the above only exists by virtue of certain statutes, and is not a common law right exercisable on all occasions. A haulier and his son were charged with cruelly beating and ill-treating a horse, contrary to the Protection of Animals Act, 1911, s. 1, and the senior defendant was also charged with wilfully obstructing a police sergeant in the execution of his duty, contrary to the Prevention of Crimes Amendment Act, 1885. A number of witnesses stated that the defendants had severely thrashed a horse which was harnessed to a coal cart, and on information being given to the police a sergeant called upon the defendants. Their explanation was the animal was a "jibber" and that they were justified in administering proper punishment, and an offer to inspect the horse was accepted by the sergeant. The trouble began when the latter asked to be allowed to take the horse to the borough veterinary surgeon, whereupon the senior defendant excitedly declared that the sergeant should not take the horse out of the stable, and that any one but the borough veterinary surgeon would be allowed on the ground. The Chief Constable explained that there was a general order that the police should call in the borough veterinary surgeon, but it was pointed out for the defendant (1) that he had a right to refuse to allow an examination by any veterinary surgeon even if acting for the police, and (2) that the Watch Committee were being asked to investigate the conduct of the sergeant, on the submission that he had no right on the premises. The magistrates' clerk expressed the view that the defendant was entitled to select a veterinary surgeon, and the bench, after a retirement, held that the evidence did not sustain the charge of obstruction. On the charge of ill-treatment, two Wolverhampton veterinary surgeons gave evidence that the defendants' horse bore no marks, and the summonses were dismissed. It will be recollected that after the cock-fighting case, which attracted attention last summer, a farmer obtained damages at Assizes against the magistrate who signed a search warrant, there being no authority to do so in the statutes prohibiting the pastime.

## Monier Faithfull Monier-Williams.

### AN APPRECIATION.

THE passing of MONIER FAITHFULL MONIER-WILLIAMS will leave among all associated with him a gap which none can fill.

He was a man of great, and in many ways unusual, force of character and of singular personal charm. He was known at times to say that he did not claim to be a great lawyer, and in a sense—but only in a sense, and to a limited extent—this was true. He probably had not the passion for detail and the love of technicalities which often mark the lawyer, and particularly the conveyancing type of lawyer. But in the broader sense, in the sense of the lawyer who is not only lawyer but also man of business and a wise adviser, it was certainly very far from true. He had a wonderful gift of getting, it sometimes seemed almost by instinct, to the heart of a situation, and no one could have desired a better adviser in a crisis.

But it was among those who worked with or under him that his gifts probably had their greatest scope, and it is there that his real mark was made. He had a passionate abhorrence of slovenly or second-rate work, or work done merely to pass muster. "Whatsoever thy hand findeth to do, do it with thy might," was certainly his guiding principle. Work always came first with him, and all else had to give place to it. And this was by no means because, as many of us are apt to do, he lacked interests outside his work.

As a principal he was singularly stimulating. No work done under his guidance could by any possibility be dull or uninteresting, and he was generous to a degree, both in taking the blame if things went wrong and in sharing the credit when success was achieved.

It is not too much to say that his real life work was that he was a character-builder. No one, or at any rate no one with the sense and capacity to grasp opportunities as they came, could be long associated with him without finding himself ultimately a stronger and finer and better man for that association. He had the gift of inspiring unbounded devotion, and will be long remembered by those who had the privilege of such association. E.A.W.M.

## Obituary.

### MR. D. C. EDWARDS.

A well-known figure in legal circles in South Wales—Mr. D. C. Edwards, solicitor, Llanelly—passed away at his residence, Brynymor, Burry Port, on Tuesday, the 13th inst., after a brief illness, in his seventy-ninth year. Articled to the late Mr. Mansel Rees, he was admitted in 1878, and soon after joined that gentleman in partnership, since when the firm has been known as "Rees & Edwards." He had built up an extensive practice and up to a few years ago held many important public appointments, including that of Clerk to the Llanelly Board of Guardians and Rural District Council, Superintendent Registrar of Births, Deaths and Marriages, Town Clerk of Kidwelly, and Clerk to the Kidwelly Magistrates. The surviving partner is his son, Mr. A. Gwyn Edwards.

### MR. E. FELTON.

One of the best known Dublin solicitors—Mr. Edward Felton—died at his residence, Oakley-road, Ranelagh, Co. Dublin, on Tuesday, the 13th inst., at the age of sixty-one. Mr. Felton had been ill for some time and his death was not unexpected. Admitted in 1907, he had for many years been one of the principals of the firm of Messrs. Molley & Fayle, solicitors, Eustace-street, Dublin. He was an able lawyer and devoted to his work. He will be succeeded by his son, Mr. R. Evan Felton, B.A.

### MR. J. W. CROSS.

The death occurred at a nursing home on Saturday last of Mr. James Hanstone Cross, a well-known Cardiff solicitor and a member of the firm of Cross Brothers of that city. Mr. Cross, was in his forty-eighth year and admitted in 1902. He was a familiar figure in the South Wales Courts, and generally regarded as an authority on compensation cases. He was retained for the defence of Amy Rowe, of Cardiff, who was acquitted of the charge of murder at Gloucester, and was also engaged for the defence in other important criminal cases. He leaves a widow, two sons and two daughters. H.

# POINTS IN PRACTICE.

**Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.**

**Postponement of Second Mortgage** TO FURTHER ADVANCE BY FIRST MORTGAGEE.

*Q.* 1480. A took out a mortgage with a building society in February, 1927, and shortly afterwards contracted a second mortgage. The building society is now operating a combined assurance scheme, but will not advance the premium by way of further charge owing to the existence of the second mortgage, although the mortgagor has arranged for the second mortgagee to join in the further charge to the building society to postpone his security. I shall be obliged if you will let me know whether you consider the society's interests would be protected by the second mortgagee joining in the further charge to postpone his security, and at the same time let me know what precedent you would recommend me to adopt for the further charge?

*A.* The suggested procedure would in our opinion be satisfactory. The document, to which the second mortgagee would be a party, of course, after suitable recitals, including a recital of the state of account on both mortgages, should follow the usual form, the advance being made with the privity of the second mortgagee, and should contain a declaration that the principal, interest and other moneys secured by the further charge shall have the same priority over the second mortgage as if the principal, interest and other moneys secured by both the first mortgage and the further charge had been advanced and secured upon the execution of and by the first mortgage, and that the rights and remedies of the second mortgagee shall be modified and take effect accordingly. A note of the postponement should be endorsed on the second mortgage and a copy of the further charge placed therewith.

**Contributory Mortgage**—TRANSFER OF PART OF A SHARE OF THE DEBT TO ANOTHER CONTRIBUTORY.

*Q.* 1481. A mortgagor has borrowed the sum of £1,500 on mortgage of land with buildings. This was advanced by way of contributory mortgage, the sum of £1,250 by one mortgagee and the sum of £250 by the other mortgagee. The mortgagee who advanced the £1,250 is desirous of being repaid a part of the amount advanced by her, which the other mortgagee is prepared to repay, provided a proper transfer of the sum paid by him is executed by the mortgagee who advanced the original £1,250. It is suggested that the only way of carrying out such a transaction *in the absence of the mortgagor*, is either to transfer both debts to a trustee or for the person taking a part of the mortgage to take a declaration of trust of part of the mortgage debt from the mortgagee. In the case above mentioned, the person who proposes to take over a part of the larger mortgage debt will not be satisfied by a declaration of trust. Under the old law it was possible to transfer a part of the mortgage debt and for the transferor to transfer the property to himself and the transferee subject to the usual proviso for payment to the transferee and the transferor of the amounts due to them respectively under the transfer of mortgage. I know of no precedent which will effectually transfer a part of a mortgage debt charged exclusively on one property so as to vest the property in the transferor and transferee who are both mortgagees, but shall be glad of a reference to one.

*A.* It is very difficult to reply effectively to this question without seeing the mortgage. We assume that the assistance of the mortgagor is not available. We suggest that the mortgage be endorsed with the statutory receipt operating as a transfer under L.P.A., 1925, s. 115 (2) by the mortgagees, the payment being expressed to be made by them in the desired (new) proportions.

**Mortgage by Sub-demise**—DECLARATION OF TRUST—TRANSITIONAL PROVISIONS OF L.P.A., 1925.

*Q.* 1482. 1885.—Lease granted by A to B for ninety-nine years.

Same date.—Mortgage by B to C by sub-demise for term less five days, with dec'aration of trust of five days.

1887.—Assignment by mortgagee C to D of mortgage term.

1889.—Mortgage by D to E by sub-demise reciting that premises vested in mortgagor for residue of term less five days and demising premises for residue of term less six days with no declaration of trust.

1898.—Mortgagee E entered into possession.

1918.—Assignment by mortgagee E to F of mortgage term "and all such estate or interest in the head term as he was entitled to or had power to assign."

1928.—Contract for sale by F to G of premises for residue of term except the last six days thereof.

It has been suggested that we should frame our assignment to the purchaser so as to assign the whole term of the lease with a recital that "it is apprehended that by virtue of the transitional provisions of the L.P.A. the head term has become vested in the vendor." We shall be glad to have your opinion as to whether this is so, or whether the vendor can only convey the term less the six days, which is, in fact, all he has contracted for.

*A.* In our opinion the vendor can only assure the term less the six days. The transitional provisions of L.P.A., 1925, do not operate to vest in a mortgagee of a term of years any nominal leasehold reversion which is held in trust for him subject to redemption: L.P.A., 1925, 1st Sched., Pt. II, para. 7 (*a*). An assign can be in no better position than the mortgagee. We do not think that the fact that the right of redemption no longer exists affects the position. As, however, the point is not free from doubt, we advise that the conveyance be taken in the same form as in 1918.

**Local Authority's Solicitor and Client Costs.**

*Q.* 1481. A local authority were defendants in a High Court action in the Chancery Division. They subpœnaed several witnesses to attend and give evidence on their behalf. The local authority lost the action and the witnesses have sent in their accounts, which include return railway fares to London, hotel expenses, and in the case of professional witnesses, compensation for loss of time. The local authority has submitted the witnesses' claims to the clerk of the peace for the county for taxation and the clerk has disallowed some of the witnesses' claims. What is the position of the witnesses whose claims have been disallowed by the clerk of the peace, and what steps can they take to recover the full amount of their claim?

*A.* The clerk of the peace doubtless taxed the costs under the Public Health Act, 1875, s. 249, but it was held in *Blake* v. *Croydon Rural Authority*, 2 T.L.R. 336, that by virtue of s. 341 the power so conferred does not prevent an order to tax by a master of the High Court. A similar decision under the Poor Law Amendment Act, 1844, was given in *Southampton Guardians* v. *Bell*, 21 Q.B.D. 297, where it was held that the solicitor to the guardians was entitled, in spite of a taxation by the clerk of the peace, to a further order to tax as between solicitor and client under the Solicitors Act, 1843, s. 37. The

reason is that the taxation by the clerk of the peace is designed to guide the auditor, whose decision is binding as between the local authority and the ratepayers. The position as between the local authority and their solicitors is left open, and a further taxation is necessary according to the principles enunciated in *In re Porter*, 1912, 2 Ch. 98. It is therefore no part of the taxing master's duty to consider whether the items are properly chargeable to the ratepayers, and he is only concerned with the question whether the solicitors had instructions to incur any particular expense. The witnesses' expenses should therefore be embodied in the bill of the solicitors to the local authority, and one month after the bill has been rendered the solicitors can obtain an order to tax under R.S.C., Ord. 65.

## Legal Parables.

XVI.

### The Solicitor who did Too Much.

Once there was a solicitor who was so busy that he seemed almost able to be in two places at once. His strong suit was advocacy and he appeared in several courts every day. If he failed to appear when his case came on, a clerk would announce that he was on his way; and though it rarely transpired where from, it must have been a long way, because he kept the court waiting a long time—if they were willing to be kept.

One day he had two cases to defend in courts not far from each other. Each was against a small tradesman, one for selling watered milk, and the other for refusing to sell a sample to the borough council's inspector.

As became a busy practitioner, he was a little late, even for the first court. He arrived just as the prosecuting solicitor had closed his opening speech, but as he was to plead guilty he did not mind that, and he made one of his well-known little speeches in mitigation. He said very little about the offence itself. He referred, as was his wont, to his client's merely technical breach of the law and his good character. He then enlarged upon the defendant's excellent services abroad during the war (at which the defendant, who, after being twice in a state of desertion, had been discharged as "not likely to become an efficient soldier," could hardly conceal his amusement), his wife and large family (the defendant was in fact a bachelor), and his indifferent state of health (at which the defendant, who had never had a day's illness, had to change a laugh into a cough which sounded strangely hollow and alarming), and his struggle to gain a livelihood. The bench decided that payment of costs would meet the case, and the defendant left the court marvelling at the ingenuity of skilled advocacy.

Hastily betaking himself to the other court, the breathless solicitor again found himself almost too late. After a few words of apology, he informed the court that his client wished to take the point that the formalities required by the statute had not been carried out, as neither the third part of the sample nor the analyst's certificate had been left with the defendant. The justices' clerk here intervened to point out that there was no sample, inasmuch as it was a summons for refusal to serve the inspector, and there was no analysis.

In a flash the busy advocate realised that he had mixed his two sets of papers. Was he at a loss? By no means. He repeated the plea already so successfully, if inappropriately, urged on behalf of his other client, this time with the added emphasis that comes of repetition. Finally, he observed impressively, leaving out those technicalities which every common-sense magistrate rightly deprecated, how much fairer it would have been, not only to the defendant, but (with a large wave of the hand that included the bench, his opponent, and the public) to all concerned, if the usual division and analysis had taken place.

And before the clerk could get upon his feet to address his bench in the usual clerkly whisper, the chairman, once a milkman himself, ejaculated: "Quite right! Fair's fair! We'll let him off on payment of costs."

Then the busy solicitor went his way, chuckling softly, and murmuring to himself: "And yet people say I do too much!"

## Correspondence.

### Wills and Intestacies (Family Maintenance) Bill.

Sir,—The Bill introduced in the House of Lords by Viscount Astor intituled "An Act to secure that proper provision be made for the surviving spouse, issue and other dependants of a deceased person," is of considerable interest to practitioners in Australia and New Zealand.

The abuse of the great freedom of testamentary disposition so long enjoyed by property owners under English law has for many years past been recognised in this Dominion and in New Zealand, and there and in all the States of the Commonwealth, excepting Western Australia, has been checked by what are known as "Testator's Family Maintenance Acts." This legislation long ago passed the experimental stage, and the vengeful boast of a testator that he had "cut off his son (or daughter) with a shilling" has now to face judicial scrutiny as to whether such a disposition can be classed as a cruel absurdity or a justifiable exclusion from parental beneficence.

When Lord Astor's proposals were first mooted, I noticed that the pith of the criticism of the House was contained in the statement that no necessity had arisen for such a measure and the supporters of the "innovation" were challenged to quote actual cases of hardship which could be prevented or mitigated. A moment's reflection should prove such challenge illogical, as individuals affected by testamentary perversity as a rule have no pecuniary standing to enable them to ventilate in the courts or otherwise their grievances, and it is hardly likely that children left with a legacy which may provide a bare subsistence will take any step which is likely to deprive them of even that assistance in their daily struggle. Parents who advisedly so "punish" their children generally provide that such children who dare to in any way contest or question the provision in their favour shall forfeit such benefit.

The aphorism "hard cases make bad law" is, of course, only applicable to the judicial administration of an Act of Parliament. Many forget that Parliament is the supreme source of law and has the sovereign right of conferring or determining the rights, liabilities and privileges of the individual residing or domiciled within its territory, and that there are statutes which provide for "hard cases" (so called) and which are effectually enforced without comment.

It should be noted that testators' family maintenance Acts, unlike the hoary statutes *De donis* and *Quia emptores*, confer no rights or interests in property. They merely empower the court to use discretion, within defined limits, to grant relief to those who are by natural justice entitled to the bounty of the testator.

The critics fail to recognise some facts of our modern highly organised society, e.g., that the increase of wealth in the community and the progress of science have preserved lives which fifty years ago must have ended in infancy, and that to turn the progeny of parents of more or less luxurious habits adrift on a ruthless world is merely to increase the burden on the poor rates already over-taxed by cases of sheer misfortune.

I have seen too much of "remittance men" in this Dominion to encourage me in the charitable hope that the process of "chucking the puppy in will soon make him swim."

Any doubt as to the wisdom of vesting the power of intervention in the judiciary should be dispelled by the fact that although this legislation has been in force in most of the

States of Australia for years past, I have failed to find a single instance recorded of a judge's exercise of the statutory discretion having been challenged by appeal to the High Court of Australia.

It should not be forgotten that this legislation, far from increasing litigation in testamentary matters, acts as a deterrent to the exercise of foolish and unjust dispositions.

The fear in the minds of some of the older school of lawyers of interfering by Act of Parliament with unrestrained testamentary disposition is a survival of the atmosphere of the old Ecclesiastical Courts, where a halo of sanctity was cast around a will, no matter how unjust or nonsensical the provisions of it might be.

Hobart, J. P. BRADFORD.
13th October.

[We are grateful to Mr. Bradford for his interesting, first-hand impressions of the actual wording of family maintenance Acts in the Dominions.—ED., *Sol. J.*]

## Consent to Assignment of Lease.

Sir,—The learned editor of "Woodfall" thinks I have been a "little too hasty" in my observation that the alteration effected by s. 19 of the Landlord and Tenant Act, 1927, is not referred to "in the text" of the last edition of "Woodfall"! The comment appeared justified as regards *the text*, but much more so my suggestion, intended for readers, to note the alteration (especially on p. 299) which was engendered by an appreciation of "Woodfall," the constant friend of myself and a legal predecessor for well-nigh fifty years!

20th November. A LESSOR'S SOLICITOR.

# Reviews.

*The Legal System of England.* By J. E. G. DE MONTMORENCY, M.A., LL.B., Quain Professor of Comparative Law in the University of London. London: Ernest Benn, Ltd. 6d. net.

This booklet is one of the latest publications in Benn's Sixpenny Library. In it the author, after giving a short survey of the history of English law, sets out to deal in general outline with the system of law in operation in England and Wales.

The book, dedicated as it is to the "New Electorate and Friends beyond the Seas," is primarily intended for the lay reader. It provides a useful introductory book to a knowledge of the legal system under which we live, the very essence of which, as the author points out, is to provide personal security and personal liberty.

In the chapter on "Status," the reference on p. 19 to separate examination of married women being necessary until 1926, appears to overlook the effect of the Married Women's Property Act, 1882: The Law of Property Act, 1925, merely abolished the last survivals of the system.

In referring to the new code of intestate succession, it would have been clearer to have stated that "leaving no issue" of the intestate means "leaving no issue who attain an absolutely vested interest." Moreover, statutory trusts do not apply in the case of succession by grandparents.

The limitation placed by law upon the period during which income can be accumulated refers to real as well as to personal property and should accordingly have been mentioned on p. 33 as well as on p. 34.

The inference on p. 34 that movables and personal property are synonymous terms is not quite happy, and there is a slip on the same page where it is stated that there can be only two kinds of freehold estates. The word "freehold" should have been omitted. It is stated on p. 35 that, where a "tenant in common" dies, the heir succeeds to his share, but, for the general purposes of intestate succession, there is now no such person as an heir, and the statement also overlooks the fact that the deceased "tenant in common" might have devised his share by will.

The reference on p. 56 to the year books of the thirteenth to the sixteenth centuries implies to the lay mind that all who run may read them, but as is well known, only a few of these year books have been transcribed and translated.

A printer's error occurs on p. 57. "These dark deels" should evidently read "These dark deeds."

From the statement on the foot of p. 58, it might be surmised that appeals from the county court in workmen's compensation cases are made to the Divisional Court, whereas such appeals are direct to the Court of Appeal.

These are, however, minor points and do not detract from the usefulness of the book in the hands of those who wish for a concise outline of the English legal system.

The book concludes with an epilogue in which consideration is given to codification. After reference is made to the fact that vast regions of the law have been codified by statute, it is stated that the criminal law, among others, remains uncodified. Codification has, however, taken place piecemeal in many spheres of criminal law, e.g., larceny, perjury and forgery. The policy seems to be to pursue this piecemeal process rather than to introduce a comprehensive criminal code such as that contained in the Criminal Code Bill of 1878.

In his comments on our legal system, the author indulges in eulogy rather than criticism, but he does point out certain flaws, such as the doctrine of the unity of the spouses and the peculiar position of voluntary associations. Other comments are in the form of prophecy rather than criticism. The Land Registry will one day approximate to a register of stocks and shares (p. 34). In future, the air above will, for the purposes of traffic, be as closely regulated as the sea and the earth below (p. 49). The codification of the law as to wills, as to married women, and as to the criminal law soon will be taken in hand (p. 78).

The author is to be congratulated on the manner in which he has combined so much information in so small a space, while at the same time, letting the story unfold itself in an interesting and readable fashion. E.

*The Mandate for Palestine.* A Contribution to the Theory and Practice of International Mandates. By J. STOYANOVSKY, Docteur en Droit (Paris), LL.D. (London). pp. xiv, 399. Longmans, Green & Co., London. 1928. 25s. net.

Dr. Stoyanovsky, who is well known to all students of the mandate system as the author of the French work on the "General Theory of International Mandates," published in 1925, in Paris, has now enriched the literature of International Law by an excellent description of the working of the Palestine mandate. Portions of this work are no doubt of political and historical interest, but in the main this is a lawyer's book which may well set the standard for a treatment on the same lines of other mandated territories. The British mandate for Palestine is not only an attempt to put into practice the general principles of the mandate system as laid down in Article 22 of the Covenant. Article 2 of the mandate provides that "the Mandatory shall be responsible for placing the country under such political administrative, and economic conditions as will secure the establishment of the Jewish national home." This, what Dr. Stoyanovsky calls the dual, character of the mandate certainly constitutes an interesting political experiment. But it raises at the same time a number of legal problems, which the author discusses with great care and impartiality.

The work, which is preceded by an interesting historical introduction, is divided into two parts. The first part deals with those obligations of the mandatory which result from the principle of the national home. The second describes the administration of Palestine from the point of view of the execution of the more general clauses of the mandate. There are in this part chapters on the executive, the legislature and

the judiciary; territorial integrity, defence and public order; public finance; civil and religious rights and interests; international status of Palestine; national status and diplomatic protection of Palestine citizens; and the application of treaties and conventions to Palestine. The book ends with a discussion of the obligations of the mandatory towards the League of Nations, its members and its supervisory organs. The interpretation of the relevant provision of the mandate by the Permanent Court of International Justice is discussed in detail.

In one or two places the treatment of the legal questions involved is not altogether satisfactory. Thus, the section dealing with the right of passage of the armed forces of the Mandatory (pp. 216-218) is not very clear. It would be interesting to know the author's opinion on the question what is in such cases the status of Palestine in a war in which the Mandatory is engaged. The construction of the Mandatory's right of passage as an international servitude seems rather odd. But other parts of the book are penetrating and suggestive, for instance, where the author deals with the diplomatic protection of citizens of Palestine resident within the territories of the British Empire. The work ends with some useful appendices, a bibliography and an index. It is edited by Dr. Arnold D. McNair, who, in succession to the late Professor Oppenheim, now edits the well-known series of "Contributions to International Law and Diplomacy," published by Messrs. Longmans, Green & Co.

# Notes of Cases.

## Court of Appeal.

No. 1.

### Attorney-General *v.* Luncheon and Sports Club Limited.

Lord Hanworth, M.R., Greer and Russell, L.JJ. 29th and 30th October.

REVENUE—BETTING DUTY—TOTALISATOR INSTALLED AND MANAGED BY CLUB—BET NOT MADE WITH A "BOOKMAKER"—FINANCE ACT, 1926, 16 & 17 Geo. 5, c. 22, s. 15.

The Luncheon and Sports Club, Limited (hereinafter called "the company") were proprietors of the Stadium Club (hereinafter called "the club"). The club had installed a totalisator and pari mutuel, and members of the club, by joining the club pool, at a fee of 10s. 6d., could make bets in that way. The club, by the rules of the club pool, was stated to be a distributing agent for the purpose of dividing up the total amount wagered by all the members amongst the winners, in the proportion of the amount that these latter had staked. Section 15 (1) of the Finance Act, 1926, imposed betting duty at the rate of 3½ per cent. of the amount wagered upon all bookmakers, and by s. 18 (1) "'bookmaker' means any person who, whether on his own account or as servant or agent to any other person carries on, whether occasionally or regularly, the business of receiving or negotiating bets, or who in any manner holds himself out, or permits himself to be held out in any manner, as a person who receives or negotiates bets." The Crown claimed betting duty from the club, or from the company as its proprietors. Rowlatt, J., upheld the claim of the Crown. The company appealed.

Lord HANWORTH, M.R. (dissenting from the other members of the court), said that, looking at the substance of the transaction, the winners looked for their winnings to the club, not to the losing members, and the club in turn looked to those wagerers who had lost. The club did not even hold over payment until the losing stakes had been recovered. The club appeared to him to be acting as principal, and he thought the appeal ought to be dismissed.

GREER, L.J., said that, although by the club's rules losers paid the club and the club paid winners, yet that was machinery, and did not constitute the club a party to the bets. The result of each race was a matter of indifference to the club, or company. They neither lost nor won. They simply acted as machinery for handing over the total funds to the winners.

RUSSELL, L.J., agreed with Greer, L.J., and the appeal was allowed.

COUNSEL: *Rowland Oliver*, K.C., *G. D. Roberts* and *D. A. S. Cairns*, for the appellants; *Sir Thomas Inskip*, K.C. (A.-G.) and *R. Hills*, for the Crown.

SOLICITORS: *De Buriatte & Brown; Solicitor for Customs and Excise.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

### Sherwood *v.* Sherwood.

Lord Hanworth, M.R., and Greer and Russell, L.JJ.

9th November.

DIVORCE — PERMANENT MAINTENANCE — DEDUCTION OF INCOME TAX AND SUPER-TAX DEMANDED IN PAST YEAR IN RESPECT OF PREVIOUS YEARS—COURT IN ITS DISCRETION NOT BOUND BY FIGURES OF PAST YEAR.

Dayrell-Steyning *v.* Dayrell-Steyning, 1922, P. 280, *discussed.*

On 29th July, 1927, the wife was granted a decree *nisi* of dissolution of marriage which was subsequently made absolute on 20th February, 1928. On 14th December, 1927, she filed a petition for permanent maintenance, alleging that the husband derived an income of £15,000 per annum from his practice in curative processes, in addition to income from investments and other property. The wife had an income of £107 per annum. The registrar found that the husband's gross income for the year 1927 was £7,500, but that in the same year he was liable for income tax and super-tax to the extent of over £5,000 in respect of very large earnings in previous years, and that his net income for the year derived from fees and investments, after discharging his liabilities, was £1,900. The registrar, following *Dayrell-Steyning* v. *Dayrell-Steyning, supra*, taking the husband's disposable income for the year, after deducting expenses, awarded the wife £600 per annum, free of tax, £400 per annum to be secured. He also ordered payment of £150 per annum, free of tax, in respect of each of the two children of the marriage, sons, of whom the wife had custody. On the wife's application to the judge to vary the registrar's award, Lord Merrivale, P., held that the registrar went wrong in principle in allowing an abnormal income tax charge in a particular year in respect of much greater earnings in a previous period to be deducted from the gross income of that year. He varied the registrar's order accordingly by substituting for the allotted £600, £1,600, of which £400 was to be secured. The husband appealed.

Lord HANWORTH, M.R., in the course of his judgment, said he thought that the President had decided rightly. His estimate took into account the success of the husband in the past and looked forward to success in the future. It seemed quite wrong to say that the court must focus its attention on the last year only.

GREER, L.J., in delivering judgment, agreeing with the Master of the Rolls, said that he could not find that *Dayrell-Steyning* v. *Dayrell-Steyning, supra*, had laid it down as a rule of law that the last year's income only should be taken into account. In some cases that income would be a minus quantity. In that case the last year's income had been taken, but there was nothing to show that it was in any way an exceptional year's income.

RUSSELL, L.J., agreed.

COUNSEL: *Cotes-Preedy*, K.C., and *Bush James*, for the appellant; *Noel Middleton*, for the respondent.

SOLICITORS: *Croft & Russell; Lewis & Lewis.*

[Reported by J. F. COMPTON MILLER, Esq., Barrister-at-Law.]

## Probate, Divorce and Admiralty Division.

**Dutch** *v.* **Dutch.** Lord Merrivale, P., and Hill, J. 17th October.

HUSBAND AND WIFE—DISCHARGE OF MAINTENANCE ORDER ON GROUND OF WIFE'S ADULTERY—TIME LIMIT UNDER SUMMARY JURISDICTION ACT, 1848, 11 & 12 Vict., c. 43, s. 11.

This was the wife's appeal from an order of the Greenwich magistrate discharging an order for her maintenance. In 1905 the wife had been granted an order for 10s. per week on the ground of desertion. In 1914 the husband, who had kept up the payments for some years, went to America, and the payments ceased. In 1921 the wife, after having made fruitless inquiries about her husband, and believing him to be dead, went through a ceremony of marriage with her deceased sister's husband and lived with him until his death in May, 1928. In the meantime the husband had returned to England, and in September, 1928, obtained a rescission of the maintenance order on the ground of the wife's adultery. The order was made retrospective as from 31st January, 1915, the magistrate having found adultery with the brother-in-law from that date, thus reducing a cross-summons by the wife for arrears to those then accrued. Counsel for the appellant wife submitted, *inter alia*, that the magistrate had no jurisdiction to discharge the order by reason of the limitation imposed by s. 11 of the Summary Jurisdiction Act, 1848, which made it imperative that the complaint should be made within six months, the date "when the cause of complaint arose," and referred to *Waller* v. *Waller*, 1927, P. 154.

[A ground of appeal regarding the retrospective effect of the magistrate's order upon the wife's claim for arrears was not proceeded with.]

Lord MERRIVALE, P., in the course of his judgment, said that a husband, in seeking the rescission of a maintenance order on the ground of his wife's subsequent adultery, must make his complaint within six months of the alleged act. The proposition had been advanced that if a spouse became an adulteress there began from that time a period of limitation within which any remedy must be sought by the other spouse in respect of his liability for maintenance. He (his lordship) rejected such a proposition absolutely. In the present case it was proved to the satisfaction of the magistrate that there had been a course of adultery from 1915 down to within four months of the issue of the husband's summons. So there was no limitation there. There was no evidence that the husband knew of the adultery or had means of knowledge prior to that time. The appeal therefore failed.

HILL, J., agreed.

COUNSEL: *Herbert Rolfe*, for the appellant wife; *Tyndale*, for the respondent husband.

SOLICITORS: *Good, Good & Co.*; *H. Cowper Scard*, Greenwich.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

# In Parliament.

## Questions to Ministers.

### HOUSING (SUBSIDY).

Sir NICHOLAS GRATTAN-DOYLE asked the Minister of Health whether he proposes to make any change in the housing subsidy in the near future.

Sir K. WOOD: This matter is still under consideration, and my right hon. Friend regrets that he is not yet able to make a statement.

### INCOME TAX.

Mr. DAY asked the Chancellor of the Exchequer whether he had arrived at any decision for the purpose of introducing legislation having as its object the protection of male persons whose wives' earnings are such as to make them responsible at law for income tax in respect to the woman's earnings?

THE FINANCIAL SECRETARY TO THE TREASURY (Mr. Arthur Michael Samuel): Pending the Report of the Committee which is now considering the whole question of the simplification of the income tax law, I think it best to refrain from proposing to Parliament amendments in the machinery of that law unless they are of urgent importance.

Mr. DAY: Can the hon. Gentleman say whether anomalies of this kind are being considered by the Committee?

Mr. SAMUEL: Oh, yes, everything is being fully considered.

### HIRE-PURCHASE SYSTEM (FURNITURE).

Sir H. NIELD asked the Home Secretary whether he is aware of the increasing practice of those persons and firms who let out furniture on the hire-purchase system to make the agreements with the wife of the hirer, whether she has or has not separate estate, taking the husband as guarantor for the wife, whereby the husband is enabled to defeat claims against him for rent; and whether, in order to prevent this practice, he will introduce legislation to amend s. 4 of the Law of Distress Amendment Act, 1908, so as to exclude the goods comprised in any such agreements from the operation of that Statute?

THE ATTORNEY-GENERAL: I have been asked to reply. I have no knowledge of the practice referred to; there is no prospect of legislation on this matter during the lifetime of the present Parliament.

# Societies.

## Law Students' Debating Society.

At a meeting of the Society held at the Law Society's Hall, on Tuesday, the 30th ult. (Chairman, Mr. H. M. Pratt), the subject for debate was "That this Society considers that the best interests of the world would be served by the immediate and unconditional evacuation of the Rhineland." Mr. A. S. Diamond led in the affirmative, followed by Mr. R. J. B. Anderson in the negative. The following members also spoke: Messrs. H. J. Baxter, C. F. S. Spurrell, Miss C. M. Young, Messrs. E. F. Levi, L. F. Tucker and W. M. Pleadwell. The opener having replied, on being put to the meeting the motion was carried by twelve votes. There were twenty-four members and three visitors present.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 6th inst. (Chairman, Mr. E. G. M. Fletcher), the subject for debate was:—

"That in the opinion of this house the case of *Palmolive Company (of England) Ltd.* v. *Freedman*, 1928, 1 Ch. 264, was wrongly decided."

Mr. J. MacMillan opened in the affirmative, supported by Mr. L. D. Gordon, whilst Mr. J. H. G. Buller appeared on the other side, seconded by Mr. E. F. Iwi.

The following members having spoken, viz.: Messrs. S. H. Levine, H. J. Baxter, M. Slowe, H. Shanly and G. Roberts, the opener replied, and the Chairman having summed up, the motion having been submitted to the meeting was carried by three votes.

There were nineteen members and two visitors present.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 20th inst. (Chairman, Mr. A. S. Diamond), the subject for debate was: "That in the opinion of this House the case of *Vosper* v. *Great Western Railway*, 1928, 1 K.B. 340, was wrongly decided."

Mr. S. Lincoln opened in the affirmative and Mr. H. M. Pratt seconded, whilst Mr. V. R. Aronson opened in the negative, and was seconded by Mr. S. H. R. Bates.

The following members also spoke: Messrs. C. F. S. Spurrell, G. A. Thesiger, W. S. Jones, P. Quass, E. F. Iwi, W. M. Pleadwell, M. C. Batten.

The opener replied, and the Chairman having summed up, the motion, on being put to the meeting, was lost by three votes.

There were twenty-two members and one visitor present.

The annual dinner of the Law Students' Debating Society will be held at Frascati's Restaurant, on Friday, the 30th inst., when the principal guests will be Lord Hewart, Mr. Justice Maugham, Sir Patrick Hastings, K.C., The President of The Law Society (Mr. R. M. Welsford, M.A., LL.B.), and Sir William Orpen, R.A.

## The Solicitors' Managing Clerks' Association.

The following lectures will be delivered before the Solicitors' Managing Clerks' Association during Michaelmas term:—

Friday, the 30th November: "Hire Purchase Transactions." Lecturer: Sir George Jones. Chairman, Lord Justice Greer. In the Gray's Inn Hall.

Friday, the 18th December: "Points in Running Down Cases." Lecturer: Mr. G. Thorn Drury, K.C. In the Inner Temple Hall.

The chair will be taken on each occasion at 7 p.m. The proceedings will conclude at 8 p.m. The lectures are open to all members of the profession. Members of the association will be allowed to introduce friends connected with the profession. Non-members will be admitted on production of tickets, which may be obtained from Mr. E. Smith, hon. secretary of lectures, at the offices of the association, 7 New-court, Lincoln's Inn, W.C.2.

The association has instituted classes for the practical instruction of law clerks, which are held at the Royal Courts of Justice. Mr. W. J. Powsland is the lecturer on "Practical Conveyancing" (text-book, Gibson's Conveyancing), and the classes are held every Tuesday at 6.45 p.m., ending on the 11th December. Mr. Frank Smith is the lecturer on "Some Branches of King's Bench Practice," and the classes will be held every Monday, at 6.45 p.m., commencing the 14th January, and ending 4th March, 1929. Mr. A. W. Jennings is the lecturer on "Death Duties," and the classes will be held each Wednesday at 6.45 p.m., commencing the 16th January and ending the 6th March, 1929.

Applications for tickets should be addressed to Mr. H. E. Denton, hon. secretary, at the offices of the association, and should give the name, address and age of the applicant, and the name of his employer. The fee for any one course is 3s., and for the full series 5s. At the end of the session examinations will be held on the subjects dealt with at each of the classes, and prizes will be awarded. Any student attending the classes may sit for the examination, but managing clerks and articled clerks will not be eligible for a prize.

# Rules and Orders.

THE AGRICULTURAL CREDITS FEES ORDER, 1928.
DATED SEPTEMBER 28, 1928.

I, the Right Honourable Douglas McGarel Lord Hailsham, Lord High Chancellor of Great Britain, by virtue and in pursuance of the Agricultural Credits Act, 1928,(*) and with the approval of the Lords Commissioners of His Majesty's Treasury, do hereby make the following Regulations as to fees:—

1. The fees set forth in the First Schedule hereto shall be taken under the said Act subject to the directions contained in the Second Schedule hereto.

2. These Regulations may be cited as the Agricultural Credits Fees Order, 1928, and shall come into force on the 1st day of October, 1928.

Dated the 28th day of September, 1928.

*Hailsham*, C.

*David Margesson.* } Lords Commissioners of His
*Curzon.* } Majesty's Treasury.

FIRST SCHEDULE.
SCALE OF FEES.

| | s. | d. |
|---|---|---|
| 1. Any entry in, cancellation, or rectification of the register .. .. .. .. per name | 1 | 0 |
| 2. Certificate of cancellation of a registration per name | 0 | 6 |
| 3. Personal search in the Register or memorandum filed thereunder (except where the inspection is made by or on behalf of a bank) per name | 1 | 0 |
| 4. Personal search of the memoranda filed in the Registry under section 9 (3) of the Act during the previous seven days, but not including the day of search .. .. .. per half-hour | 2 | 6 |
| 5. Official search of the register (including issue of certificate) .. .. .. .. per name | 1 | 6 |
| 6. Certified copy of any memorandum filed under section 9 (3) of the Act .. .. per name | 1 | 6 |
| 7. Expediting an official search per application | 2 | 6 |
| 8. Telegraphing the result of an official search per message | 1 | 6 |
| 9. Telephoning the result of an official search (including cost of call if such cost does not exceed 1s.) .. .. .. .. .. .. .. | 1 | 6 |

SECOND SCHEDULE.
DIRECTIONS AS TO FEES.

1. All fees shall be prepaid by adhesive Land Registry Stamps which may be obtained at head Post Offices in England and Wales and at sub-offices which transact Money Order business, or if unobtainable, by cash or by cheque, postal or money order made payable to H.M. Commissioners of Inland Revenue.

2. If a fee in excess of the prescribed fee is paid on, or is forwarded with, an application to the Registry, no refund of the amount of the excess may be claimed from the Registry.

*18-9 Geo. 5, c. 41.

# Legal Notes and News.

## Honours and Appointments.

The Secretary of State for Scotland has appointed Mr. WILLIAM T. BLACKWOOD, W.S., to be Clerk of the Peace for the County of Peebles, to succeed Mr. Robert L. Ainslie, who has resigned.

Mr. PERCY C. ATKINS, LL.D., Solicitor, of the firm of Kerly, Sons & Karuth, 10 & 11, Austin Friars, E.C.2, has been appointed Clerk of Broad Street Ward. Mr. Atkins was admitted in 1888.

Mr. FRANCIS M. I. WATTS, Solicitor, of the firm of Watts, Woolcombe & Watts, 33, Courtenay Street, Newton Abbot, has been appointed Clerk to the Justices of the Teignbridge Division of Devon. Mr. Watts was admitted in 1921.

The Lord Chancellor has appointed Mr. H. C. MEYSEY-THOMPSON, Barrister-at-Law, to be a Legal Visitor of Lunatics so found by inquisition. Mr. Meysey-Thompson was called to the Bar in 1907.

The King has approved the following recommendations of the Home Secretary: That The Hon. FRANK TREVOR ROGER BIGHAM, C.B., M.A., J.P., Barrister-at-Law, an Assistant Commissioner of the Metropolitan Police, shall assume control of the Criminal Investigation Department in place of Major-General Sir Wyndham Childs, retired, and that the vacancy in the rank of Assistant Commissioner caused by the retirement of Sir Wyndham Childs shall be filled by the appointment of Mr. NORMAN KENDAL, Barrister-at-Law, a Deputy Assistant Commissioner. Mr. Bigham was educated at Eton and Magdalen College, Oxford, where he graduated M.A., and was called to the Bar by the Middle Temple in 1901. Mr. Kendal was called by the Inner Temple in 1906.

The King has approved a recommendation of the Home Secretary that Mr. CHAS. F. LOWENTHAL, K.C. (Recorder of Huddersfield) shall be appointed Recorder of Hull in succession to Mr. H. T. Kemp, K.C., who has resigned. Mr. Lowenthal was called to the Bar in 1888, was appointed Recorder of Hull in 1919 and took silk in 1926.

At a meeting of the Senate of the London University on Wednesday Mr. D. HUGHES PARRY, M.A., LL.M. (Cantab.), B.A. (Wales), Barrister-at-law, was appointed to the University Readership in English Law, tenable at the London School of Economics. Mr. Parry was called to the Bar in 1922.

### A SOLICITOR AND STOLEN CABBAGES.

In a case at Doncaster last week, a solicitor made the somewhat remarkable statement that the practice of stealing cabbages and other vegetables from allotments by men who subsequently exhibited the stolen produce and won prizes at shows, was fairly common in the district.

### THE AFFAIRS OF A LEEK SOLICITOR.

At the public examination of Mr. William E. Allen, solicitor, carrying on practice at 52, St. Edwards Street, Leek, the debtor placed his liabilities at £11,938 and assets at £424. He attributed his failure to living beyond his means.

### A CLAIM FOR COSTS FAILS.

A case which came before His Honour Judge Drucquer, at Rugby County Court recently, again emphasises the importance of solicitors obtaining a formal retainer when taking instructions. It appears that the defendant consulted the plaintiffs (a firm of solicitors) about an affiliation summons against his son, and subsequent instructions were given by father and son alternately. In dismissing the claim against the father with costs, His Honour said that the plaintiffs at no time made it clear who they regarded as their client, although they relied on a verbal promise of the father to pay. Curiously enough, the son was not a party to the proceedings, as he could not be served, though he gave evidence to the effect that he had given the instructions.

### LAWYER'S COMPANION AND DIARY.

In our issue of the 10th inst. we inadvertently stated that the 1929 edition contained a list of Chartered Accountants, whereas this appeared in the 1928 edition as well as another useful feature, which re-appears, namely, the County Court and Bankruptcy and Winding-up Jurisdiction after each town.

We are asked to state that the price varies from 5s. to 13s. per copy.

### JUDGE AND POSTPONEMENT OF CASES.

Mr. Justice Salter, presiding recently at a sitting of the Railway and Canal Commission, complained of the unbusinesslike conduct of parties appearing before the Commission.

The matter which gave rise to the complaint was an application for the postponement of the hearing of a case set down for 27th November.

His lordship said that to hear that case he had made arrangements for another judge to take his place on circuit. It was intolerable conduct to apply for an adjournment at the last moment, and the application would be refused. The court dealt with business men and business interests, and expected to be treated in a businesslike manner.

### PROTECTION OF DOGS BILL.

Lord Banbury's Protection of Animals (Amendment) Bill, the text of which was issued on Monday, provides that when the owner of a dog is convicted of cruelty the court may, if they think fit, in addition to any other punishment, "direct that such owner shall not thereafter, for such time as they may direct, be granted any licence for keeping a dog or dogs, and a direction so given shall be effectual to prevent such person so convicted from holding such licence."

### A SOLICITOR AND HIS CAR.

After a hearing lasting an hour and thirty-five minutes, Mr. Edward Henry W. Salmon, solicitor, was at Bristol Police Court on Friday fined 10s. for causing an obstruction with his motor car in Victoria-street on the 29th October.

### FENTON TEXTILE DISPUTE.

After a hearing which lasted seventeen days, Mr. Justice Rowlatt, on the 16th inst., gave judgment in the claim brought by the Fenton Textile Association against Major Peter David Thomas, solicitor, formerly senior partner in the firm of Peter Thomas & Clark, solicitors, of Bush-lane, Cannon-street. It will be recollected that Major Thomas' firm were solicitors to the association and to Mr. Henry Fenton, the promoter and managing director, who had an account with the association through the solicitors, the allegation being that, knowing this account to be in debit, Major Thomas allowed the funds of the Association to be applied to Mr. Fenton's private purposes. In giving judgment for the plaintiffs for the sum of £82,433, Mr. Justice Rowlatt said that, although there was no wilful default by Major Thomas, he was responsible as one of the solicitors to the association for the way in which the funds of the latter were applied, though it could not be said that either he, or Mr. Clark, or Messrs. Peter Thomas and Clark, had had the benefit of those funds. Leave to appeal was given, and we understand that the appeal is being proceeded with.

His Honour HUGH MURRAY STURGES, K.C., has been elected a Director of the Legal & General Assurance Society Limited. His honour was called to the Bar in 1889, took silk in 1912, was appointed a County Court Judge in 1913, and is also Recorder of Windsor. In 1924 he was appointed Vice-Chairman of Hertfordshire Quarter Sessions, and is a Justice of the Peace for the County of Lancaster.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Emergency Rota. | Appeal Court No. 1. | Mr. Justice Eve. | Mr. Justice Romer. |
|---|---|---|---|---|
| Monday Nov. 26 | Mr. More | Mr. Jolly | Mr. Jolly | Mr. Ritchie |
| Tuesday .. 27 | Ritchie | Hicks Beach | *Ritchie | *Synge |
| Wednesday 28 | Bloxam | Synge | Synge | *Jolly |
| Thursday .. 29 | Jolly | More | *Jolly | *Ritchie |
| Friday .... 30 | Hicks Beach | Ritchie | Ritchie | *Synge |
| Saturday Dec. 1 | Synge | Bloxam | Synge | Jolly |
| | Mr. Justice Maugham. | Mr. Justice Astbury. | Mr. Justice Tomlin. | Mr. Justice Clauson. |
| Monday Nov. 26 | Mr. Synge | Mr. *More | Mr. Hicks Beach | Mr. Bloxam |
| Tuesday .. 27 | Jolly | Hicks Beach | *Bloxam | More |
| Wednesday 28 | Ritchie | *Bloxam | *More | Hicks Beach |
| Thursday .. 29 | Synge | More | *Hicks Beach | Bloxam |
| Friday .... 30 | Jolly | *Hicks Beach | Bloxam | More |
| Saturday Dec. 1 | Ritchie | Bloxam | More | Hicks Beach |

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.



## Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 6th December, 1928.

| | Middle Price 21st Nov. | Interest Yield. | | | Yield with Redemption. | | |
|---|---|---|---|---|---|---|---|
| **English Government Securities.** | | £ | s. | d. | £ | s. | d. |
| Consols 4% 1957 or after | 88 | 4 | 11 | 0 | — | | |
| Consols 2½% | 56 | 4 | 9 | 0 | — | | |
| War Loan 5% 1929-47 | 101¾ | 4 | 18 | 6 | 4 | 17 | 6 |
| War Loan 4½% 1925-45 | 98 | 4 | 12 | 0 | 4 | 14 | 0 |
| War Loan 4% (Tax free) 1929-42 | 100⅞ | 4 | 0 | 0 | 3 | 19 | 6 |
| Funding 4% Loan 1960-1990 | 89¾ | 4 | 9 | 6 | 4 | 11 | 0 |
| Victory 4% Bonds (available for Estate Duty at par) Average life 35 years | 94¾ | 4 | 5 | 0 | 4 | 7 | 6 |
| Conversion 4½% Loan 1940-44 | 99¾ | 4 | 10 | 0 | 4 | 13 | 0 |
| Conversion 3½% Loan 1961 | 78¼ | 4 | 9 | 0 | — | | |
| Local Loans 3% Stock 1921 or after | 65½ | 4 | 12 | 0 | — | | |
| Bank Stock | 262 | 4 | 11 | 6 | — | | |
| India 4½% 1950-55 | 93 | 4 | 17 | 0 | 4 | 19 | 6 |
| India 3½% | 71½ | 4 | 18 | 0 | — | | |
| India 3% | 61 | 4 | 18 | 0 | — | | |
| Sudan 4½% 1939-73 | 97 | 4 | 13 | 0 | 4 | 15 | 0 |
| Sudan 4% 1974 | 85 | 4 | 12 | 0 | 4 | 17 | 0 |
| Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years) | 82 | 3 | 13 | 0 | 4 | 8 | 0 |
| **Colonial Securities.** | | | | | | | |
| Canada 3% 1938 | 87 | 3 | 9 | 0 | 4 | 16 | 0 |
| Cape of Good Hope 4% 1916-36 | 94 | 4 | 5 | 0 | 4 | 19 | 6 |
| Cape of Good Hope 3½% 1929-49 | 82 | 4 | 5 | 6 | 4 | 18 | 6 |
| Commonwealth of Australia 5% 1945-75 | 100 | 5 | 0 | 0 | 5 | 2 | 0 |
| Gold Coast 4½% 1956 | 97 | 4 | 13 | 0 | 4 | 17 | 6 |
| Jamaica 4½% 1941-71 | 96 | 4 | 14 | 0 | 4 | 17 | 6 |
| Natal 4% 1937 | 94 | 4 | 5 | 6 | 5 | 0 | 0 |
| New South Wales 4½% 1935-45 | 91 | 4 | 19 | 0 | 5 | 7 | 0 |
| New South Wales 5% 1945-65 | 98 | 5 | 2 | 0 | 5 | 3 | 0 |
| New Zealand 4½% 1945 | 98 | 4 | 12 | 0 | 4 | 17 | 6 |
| New Zealand 5% 1945 | 105 | 4 | 15 | 6 | 4 | 14 | 0 |
| Queensland 5% 1940-60 | 98 | 5 | 2 | 0 | 5 | 0 | 6 |
| South Africa 5% 1945-75 | 104 | 4 | 16 | 0 | 4 | 16 | 0 |
| South Australia 5% 1945-75 | 99 | 5 | 1 | 0 | 5 | 2 | 0 |
| Tasmania 5% 1945-75 | 102 | 4 | 18 | 0 | 5 | 0 | 0 |
| Victoria 5% 1945-75 | 99 | 5 | 1 | 0 | 5 | 0 | 0 |
| West Australia 5% 1945-75 | 99 | 5 | 1 | 0 | 5 | 2 | 6 |
| **Corporation Stocks.** | | | | | | | |
| Birmingham 3% on or after 1947 or at option of Corporation | 65 | 4 | 13 | 0 | — | | |
| Birmingham 5% 1946-56 | 103 | 4 | 17 | 0 | 4 | 15 | 0 |
| Cardiff 5% 1945-65 | 102 | 4 | 18 | 0 | 4 | 16 | 6 |
| Croydon 3% 1940-60 | 71 | 4 | 5 | 0 | 4 | 16 | 0 |
| Hull 3½% 1925-55 | 77 | 4 | 10 | 0 | 5 | 0 | 0 |
| Liverpool 3½% Redeemable at option of Corporation | 75 | 4 | 13 | 0 | — | | |
| Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn. | 54 | 4 | 12 | 0 | — | | |
| Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn. | 65 | 4 | 13 | 0 | — | | |
| Manchester 3% on or after 1941 | 65 | 4 | 13 | 0 | — | | |
| Metropolitan Water Board 3% 'A' 1963-2003 | 66 | 4 | 11 | 0 | 4 | 12 | 6 |
| Metropolitan Water Board 3% 'B' 1934-2003 | 66 | 4 | 11 | 0 | 4 | 12 | 6 |
| Middlesex C. C. 3½% 1927-47 | 84 | 4 | 3 | 6 | 4 | 17 | 0 |
| Newcastle 3½% Irredeemable | 74 | 4 | 14 | 6 | — | | |
| Nottingham 3% Irredeemable | 64 | 4 | 12 | 6 | — | | |
| Stockton 5% 1946-66 | 103 | 4 | 17 | 0 | 4 | 19 | 0 |
| Wolverhampton 5% 1946-56 | 103 | 4 | 17 | 0 | 4 | 19 | 9 |
| **English Railway Prior Charges.** | | | | | | | |
| Gt. Western Rly. 4% Debenture | 81½ | 4 | 18 | 0 | — | | |
| Gt. Western Rly. 5% Rent Charge | 100 | 5 | 0 | 0 | — | | |
| Gt. Western Rly. 5% Preference | 94 | 5 | 6 | 0 | — | | |
| L. & N. E. Rly. 4% Debenture | 76 | 5 | 5 | 6 | — | | |
| L. & N. E. Rly. 4% Guaranteed | 70 | 5 | 14 | 0 | — | | |
| L. & N. E. Rly 4% 1st Preference | 60 | 6 | 12 | 0 | — | | |
| L. Mid. & Scot. Rly. 4% Debenture | 80½ | 5 | 0 | 0 | — | | |
| L. Mid. & Scot. Rly. 4% Guaranteed | 77 | 5 | 4 | 0 | — | | |
| L. Mid. & Scot. Rly. 4% Preference | 69 | 5 | 16 | 0 | — | | |
| Southern Railway 4% Debenture | 80¼ | 5 | 0 | 0 | — | | |
| Southern Railway 5% Guaranteed | 97 | 5 | 4 | 0 | — | | |
| Southern Railway 5% Preference | 89 | 5 | 12 | 6 | — | | |